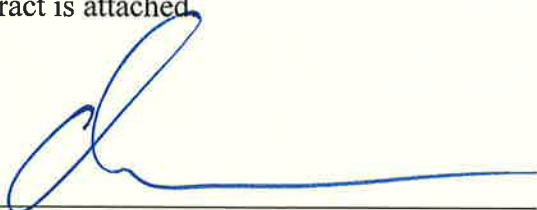


RESOLUTION NO.: 2020-37

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH THE HUMANE EDUCATIONAL SOCIETY FOR THE CONTROL OF ANIMALS, FOR A PERIOD BEGINNING JULY 1, 2020, THROUGH JUNE 30, 2021, FOR \$825.00 MONTHLY.

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BE IT RESOLVED by the Town Council of the Town of Signal Mountain, Tennessee that the Town Manager is authorized to enter into an Agreement with the Humane Educational Society for the control of animals at an annual rate of \$9,900.00 to be paid in monthly installments in the amount of \$825.00 for a period beginning July 1, 2020, through June 30, 2021. A copy of the contract is attached.



Dan Landrum, Mayor



Recorder

7-29-2020

Date

7-27-2020

Date

**AGREEMENT BETWEEN THE HUMANE EDUCATIONAL SOCIETY AND THE TOWN OF  
SIGNAL MOUNTAIN, TENNESSEE**  
Limited Service Agreement

This Agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, between the Town of Signal Mountain (the Town), a political subdivision of the State of Tennessee, and the Humane Educational Society (HES).

Whereas, it has been determined that humane education and animal control services provide a benefit to all citizens of the Town; and

Whereas, HES is the only agency in the community that offers control of animals and HES may offer education services to the citizens of Signal Mountain, if requested; and

Whereas, the Town is capable and willing to bear a significant portion of the duties associated with a comprehensive animal control program, thus limiting the response requirements of HES.

Therefore, the Town and HES do hereby enter into this Agreement for the following animal control services to be provided to the Town for the fiscal period beginning July 1, 2020 through June 30, 2021:

1. HES agrees to receive owned animals from Signal Mountain residents for a \$50.00 surrender fee.
2. HES agrees to receive stray animals from the Town, at no cost, when owners have not been located or circumstances prevent the Town from housing the animal.
3. Educate the citizens of Signal Mountain to be responsible animal owners.
4. Encourage the use of pet identification devices for their animals.
5. Assist Police Department when requested.
6. Investigate animal cruelty when requested by the Police Department.
7. Respond to and resolve vicious animal complaints when requested by the Police Department.
8. After hours emergency services from 5pm-8am the HES will respond to and pickup if requested by Police Department:
  - a. Severely sick and injured animals that do not have an owner
  - b. Animals that have bitten or pose an immediate threat
  - c. Animals from an individual that have been arrested

These services will be provided 7 days a week at a rate of \$9,900.00 to be made in monthly installments of \$825.00 for the twelve month period beginning July 1, 2020. Payment must be received by the 10<sup>th</sup> of each month.

In consideration of these premises, it is mutually agreed between the Parties hereto as follows:

1. The Town shall have reasonable access to files and records maintained by HES for services rendered to the Town in connection with this Agreement.
2. This Agreement shall be reviewed after one (1) year, unless ninety (90) days prior cancellation notice is given by either party to the other of said party's desire not to extend this Agreement.
3. Either party may cancel this Agreement, without cause, by giving ninety (90) days written notice to the other party.
4. Upon cancellation or expiration of this Agreement, the liabilities of the parties shall be limited to the payment of fees and/or credits incurred or accrued through and including the last effective day of this Agreement.
5. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Tennessee.
6. The performance of the Town for any of its obligations under this Agreement shall be subject to and contingent upon the appropriation of funds otherwise lawfully expendable for the purposes of this Agreement for the current term and each renewal term, if any.
7. HES shall maintain during the term of this Agreement the following minimum coverages and limits which shall be primary regarding any claims that may arise out of HES operations against HES and/or the Town:
  - A. Commercial General Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury and shall include the following coverage:
    - 1) Premises/Operations
    - 2) Products/Completed Operations
    - 3) Contractual
    - 4) Independent contractors
    - 5) Broad Form Property Damage
    - 6) Personal Injury
  - B. Business Automobile Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury and shall include:
    - 1) Owned/Leased Autos
    - 2) Non-owned Autos
    - 3) Hired Autos
  - C. Workers' Compensation and Employer's Liability Insurance-Workers' compensation limits as required by Tennessee law including Employer's Liability coverage of \$500,000 per occurrence.

All of the above coverages shall be evidenced with a certificate of insurance and shall include a thirty (30) day cancellation notice to the Town. The liability coverages shall list the Town as an additional insured for the services provided herein.

8. Indemnification and Hold Harmless Agreement for services paid for under this Agreement by the Town Government, HES hereby agrees to indemnify, defend and hold harmless Town Government, members of its Council, boards, committees, commissions, officers, agents, employees and volunteers (collectively referred to as Town Government) from any and all loss, damage, cost, expense, liability, claims, demands, suits, attorney's fees and judgments arising directly or indirectly from or in any manner related to the work, services, equipment, vehicles or facilities used in connection with HES' performance or failure to perform under the terms of this Agreement, regardless of the active or passive nature of any negligence by the Town, except as otherwise stated herein. HES shall not be responsible for such liability arising solely from the negligence of the Town. HES shall be responsible to the Town for any costs associated in enforcing this provision.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST WRITTEN ABOVE.

Town of Signal Mountain

By: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

Humane Educational Society

By: Rebecca Bryan  
Signature: [Signature]  
Title: Interim Executive Director